MAY O ANOTHE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Hamilton, T. Allan; Watson, Michael; Gebala, Sam; Chock, Ray

Assignee:

ZiLOG, Inc.

Title:

Method And System For Dynamically Managing Wireless

Communications System Protocols

Serial No .:

09/207,694

Filing Date:

December 8, 1998

Examiner:

Group Art Unit:

2733

Docket No.:

M-12705 US

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MAY 0 8 2002

Jeshnology Contor 2800

COMMISSIONER FOR PATENTS

Washington, D.C. 20231

SUBSTITUTE POWER OF ATTORNEY BY ASSIGNEE

Sir:

The above-identified assignee, a Delaware corporation, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified by the following Customer Number to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer Number 27869

27869

PATENT TRADEMARK OFFICE

Please direct all telephone calls to:

Gerald P. Parsons
Telephone No.: (415) 217-6000
Fax No.: (415) 434-0646

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

LAW OFFICES OF SKJERVEN MORRILL LLP

25 METRO DRIVE SUITE 700 SAN JOSE, CA 95110 (408) 453-9200 FAX (408) 453-7979

864516 v1 -1- Serial No. 09/207,694

patent application by virtue of a chain of title from the inventor(s) of the above-identified patent application to the above-identified assignee as shown below:

- 1. From: <u>Calibre, Inc.</u> To <u>ZiLOG, Inc.</u>. The document was recorded in the Patent and Trademark Office at Reel 011743, Frame 0946, for which a copy thereof is attached.
- 2. From: <u>T. Allan Hamilton</u> To <u>Calibre, Inc.</u> The document was recorded in the Patent and Trademark Office at Reel 9641, Frame 0902, for which a copy thereof is attached.
- 3. From: Watson, Michael To Calibre, Inc. The document was recorded in the Patent and Trademark Office at Reel 9641, Frame 0902, for which a copy thereof is attached.
- 4. From: Gebala, Sam To Calibre, Inc. The document was recorded in the Patent and Trademark Office at Reel 9641, Frame 0902, for which a copy thereof is attached.
- 5. From: <u>Chock, Ray To Calibre. Inc.</u> The document was recorded in the Patent and Trademark Office at Reel 9641, Frame 0902, for which a copy thereof is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date

Name. John H. Cosier

Title: Associate General Counsel

LAW OFFICES OF SKJERVEN MORRILL 11.3

25 METRO DRIVE SUITE 700 SAN JOSE, CA 95110 (408) 453-9200 FAX (408) 453-7979



San Francisco California 94111 T: 415-217-6000 F: 415-434-0646 Austin, TX San Jose, CA Newport Beach, CA

Docket No.: M-12705 US

May 2, 2002

Box Applications Commissioner For Patents Washington, D.C. 20231

Technology Center 2600

Re:

Applicant(s):

T. Allan Hamilton

Assignee:

ZiLOG, Inc.

Title:

Method And System For Dynamically Managing Wireless

Communications System Protocols

Serial No.:

09/207,694

Examiner:

Filed: December 8, 1998

Docket No.:

M-12705 US

Group Art Unit: 2733

Dear Sir:

I

Transmitted herewith are the following documents in the above-identified application:

- Return Receipt Postcard; (1)
- (2) This Transmittal Letter (in duplicate);
- Substitute Power of Attorney By Assignee; and (3)
- Copies of two Notices of Recordation and Assignment Documentation. **(4)**

No additional fee is required. However, the Commissioner is hereby authorized to charge any additional fees required and credit any overpayment to our Deposit Account No. 19-2386.

EXPRESS MAIL LABEL NO.:

EV029356915US

Respectfully submitted,

Michael G. Cleveland

Reg. No. 46,030



JULY 16, 2001

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office ASSISTANT SECURITY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

PTAS



101700694A

STEINS & ASSOCIATES, KARL M. STEINS 2333 CAMINO DEL RIO SOUTH SUITE 120 SAN DIEGO, CA 92108

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/04/2001

REEL/FRAME: 011743/0946

NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CALIBRE, INC.

DOC DATE: 07/30/2000

ASSIGNEE:

ZILOG, INC.

910 EAST HAMILTON AVENUE

SUITE 110

CAMPBELL, CALIFORNIA 95008

SERIAL NUMBER: 09113036

PATENT NUMBER:

PATENT NUMBER:

PATENT NUMBER:

FILING DATE: 07/09/1998

ISSUE DATE:

SERIAL NUMBER: 09131824

FILING DATE: 08/10/1998

ISSUE DATE:

SERIAL NUMBER: 09143150

FILING DATE: 08/28/1998

ISSUE DATE:

SERIAL NUMBER: 09285608

FILING DATE: 04/02/1999

PATENT NUMBER:

ISSUE DATE:

011743/0946 PAGE 2

SERIAL NUMBER: 09131825

PATENT NUMBER:

SERIAL NUMBER: 09212203

PATENT NUMBER:

SERIAL NUMBER: 09128219

PATENT NUMBER:

SERIAL NUMBER: 09143154

PATENT NUMBER: 6070956

SERIAL NUMBER: 09175923

PATENT NUMBER:

SERIAL NUMBER: 09207694

PATENT NUMBER:

SERIAL NUMBER: 09654858

PATENT NUMBER:

SERIAL NUMBER: 09567667

PATENT NUMBER:

SERIAL NUMBER: 09560224

PATENT NUMBER:

SERIAL NUMBER: 09567665

PATENT NUMBER:

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US9917639

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US9919368

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US9918057

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US0004296

SERIAL NUMBER: PATENT NUMBER:

PCT NUMBER: US9918703

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US0004295

FILING DATE: 08/10/1998

ISSUE DATE:

FILING DATE: 12/15/1998

ISSUE DATE:

FILING DATE: 08/03/1998

ISSUE DATE:

FILING DATE: 08/28/1998

ISSUE DATE: 06/06/2000

FILING DATE: 10/20/1998

ISSUE DATE:

FILING DATE: 12/08/1998

ISSUE DATE:

FILING DATE: 09/05/2000

ISSUE DATE:

FILING DATE: 05/09/2000

ISSUE DATE:

FILING DATE: 04/28/2000

ISSUE DATE:

FILING DATE: 05/09/2000

ISSUE DATE:

FILING DATE:

ISSUE DATE:

011743/0946 PAGE 3

KIMBERLY WHITE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

PTAS

MARCH 29, 1999

STEINS & ASSOCIATES KARL M. STEINS 2333 CAM. DEL RIO S. SUITE #120 SAN DIEGO, CA 92108

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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RECORDATION DATE: 12/08/1998

REEL/FRAME: 9641/0902

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HAMILTON, T. ALLAN

DOC DATE: 10/27/1998

ASSIGNOR:

WATSON, MICHAEL

DOC DATE: 10/27/1998

ASSIGNOR:

GEBALA, SAM

DOC DATE: 10/27/1998

ASSIGNOR:

CHOCK, RAY

DOC DATE: 10/27/1998

ASSIGNEE:

CALIBRE, INC.. 1762 TECHNOLOGY DR. SAN JOSE, CALIFORNIA 95110

SERIAL NUMBER: 09207694

PATENT NUMBER:

FILING DATE: 12/08/1998

ISSUE DATE:

Technology Contor 2800

TARA WASHINGTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

05-03-2001 FORM PTO-1619A U.S. Department of Commerce Expires 06/30/99 OMB 0651-0027 Patent and Trademark Office PATENT TRADEN 101700694 ECORDATION FORM COVER SHEET PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(**Submission Type** Conveyance Type ✓ New **Assignment Security Agreement** Resubmission (Non-Recordation) License Document ID# Change of Name Correction of PTO Error Merger Other Reel # Frame # U.S. Government Corrective Document (For Use ONLY by U.S. Government Agencies) Reel# Frame # Departmental File Secret File Conveying Party(ies) Mark if additional names of conveying parties attached d Execution Date Month Day Year Name (line 1) Calibre, Inc. 07302000 Name (line 2) Second Party Execution Date Month Day Y Year Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached Name (line 1) ZiLog, Inc. If document to be recorded is an assignment and the receiving party is not Name (line 2) domiciled in the United States, an appointment Address (line 1) 910 East Hamilton Avenue of a domestic representative is attached. (Designation must be a Address (line 2) Suite 110 separate document from Assignment.) Address (line 3) Campbell 95008 State/Country **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Karl M. Steins, Reg. No. 40,186 Address (line 1) Steins & Associates, P.C. Address (Ilne 2) 2333 Camino del Rio South Address (line 3) Suite 120 Address (Ilne 4) San Diego, CA 92108 FOR OFFICE USE ONLY -Oi STUMII 90900117 09113036 800.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

*FORM	PTO-1619B				
Expires 06/30/99					
OMB ACCA	0007				

Page 2

U.S. Department of Commerce Patent and Trademark Office

Expires 06/30/99 OMB 0651-0027	raye 2	PATENT PATENT			
Correspondent Name and Address	Area Code and Telephone Number (6	19) 692-2004			
Name Karl M. Steins, Reg. No.	. 40,186				
Address (line 1) Steins & Associates, P.C	C				
Address (line 2) 2333 Camino del Rio So	outh				
Address (line 3) Suite 120					
Address (line 4) San Diego, CA 92108					
Pages Enter the total number of including any attachment	pages of the attached conveyance docume	ent # 8			
Application Number(s) or Patent N	umber(s) Mark if ad	ditional numbers attached			
Enter either the Patent Application Number or th	ne Patent Number (DO NOT ENTER BOTH numbers fo	r the same property).			
Patent Application Number(s)	Patent I	Number(s)			
09113036 09285608 0	09128219				
09131824 09131825 0	09143154				
09143150 09212203 0	9175923				
If this document is being filed together with a new P	atent Application, enter the date the patent application	was Month Day Year			
signed by the first named executing inventor.					
Patent Cooperation Treaty (PCT)	PCT US9917639 PCT US99180	057 PCT US9918703			
Enter PCT application number					
only if a U.S. Application Numb has not been assigned.	Per PCT US9919368 PCT US00042	296 PCT US0004295			
Number of Properties Enter the total number of properties involved. # 20					
Fee Amount Fee Amour	nt for Properties Listed (37 CFR 3.41): \$[800.00			
Method of Payment: Enclosed Deposit Account Deposit Account					
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number:					
	Authorization to charge additional fees:	Yes No			
Statement and Signature					
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.					
Karl M. Steins, Reg. No. 40,186	Wille	4/9/01			
Name of Person Signing	Signature	Date			

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SECORDATION FORM COVER SHEET FORM PTO-1619C **U.S. Department of Commerce** CONTINUATION MAY 0 2 2002 Patent and Trademark Office OMB 0651-0027 PATENT PATENTS ONLY Conveying Party jes Mark if additional names of conveying parties attached Enter additional Conveying Parties **Execution Date** Month Day Year Name (line 1) Name (line 2) **Execution Date** Month Day Name (line 1) Name (line 2) **Execution Date** Month Day Year Name (line 1) Name (line 2) Receiving Party(ies) Mark if additional names of receiving parties attached Enter additional Receiving Party(ies) Name (line 1) If document to be recorded is an assignment and the receiving party is not Name (line 2) domiciled in the United States, an appointment of a domestic representative Address (line 1) Is attached. (Designation must be a separate document from Address (line 2) Assignment.) Address (line 3) State/Country Zip Code Name (line 1) If document to be recorded is an assignment and the receiving party is not Name (line 2) domiciled in the United States, an appointment of a domestic representative is Address (line 1) attached. (Designation must be a separate document from Address (line 2) Assignment.) Address (line 3) City State/Country Zip Code **Application Number(s) or Patent Number(s)** Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property). Patent Application Number(s) Patent Number(s) 09207694 09567665 09567667 09654858 09560224

12-21-1998 FORM PTO-1595 ORDATION FORM COVER SHE (Rev. 6-93) MAY 0 2 2002 H OMB No. 0651-0011 (exp. 4/94) PATENTS ONLY Tab settings ⇒ To the honorable Commissioner of Points and Trademarks: Please record the attached original documents or copy thereor. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): T. Allan Hamilton; Michael Watson; Name: Calibre, Inc. Sam Gebala; Ray Chock Internal Address: Additional name(s) of conveying party(ies) attached? Yes No 3. nature of conveyance: Street Address: 1762 Technology Dr. ☐ Merger ☐ Security Agreement ☐ Change of Name city: San Jose State: CA ZIP95110 Execution Date: <u>10/27/98</u> Additional name(s) & address(es) attached?□Yes No 4. Application number(s) or patent number(s): Steins & Assoc. Docket #CLB9-B95 If this document is being filed together with a new application, the execution date of the application is: 10/27/98A. Patent Application No. (s) B. Patent No.(s) RECEIVED MAY 0 8 2002 Additional numbers attached? □ Yes □ No <u>Technology Contor 2500</u> 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steins & Associates Internal Address: X Enclosed Authorized to be charged to deposit account Street Address: 2333 Cam. del Rio S. 8. Deposit account number: Suite #120 city: San Diego State: CA ZIP: 92108 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. 12/8/98 Karl M. Steins, 40,

Toatl number of pages including cover sheet, attachments, and document:

Name of person Signing

In the United States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocol'

Docket No. CLB9-B95

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Method and System for Dynamically Managing Wireless Communications System Protocol, for which Assignor has/is made/making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226 San Jose, CA 95110-1308, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as teh same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

Oct 27, 1998 Date

T. Allan Hamilton

1762 Technology Drive

Suite 226

San Jose, CA 95110-1308

(408) 573-3892, (408) 573-

3899 fax

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Technology Contor 2000

In the United States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocok*

Docket No. CLB9-B95

Assignment by Single Inventor

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NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as teh same would have been held by Assignor had this assignment and sale not been made, and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

10-27-98 Date

Michael R. Watson

1762 Technology Drive

Suite 226

San Jose, CA 95110-1308 (408) 573-3892, (408) 573-

3899 fax

MAY 0 8 2002

Technology Center 2800

In the Inited States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocols

Docket No. CLB9-B95

Assignment by Single Inventor

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NOW. THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as teh same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

12/1/1798 Date

Sam Gebala 1762 Technology Drive Suite 226 San Jose, CA 95110-1308 (408) 573-3892, (408) 573-3899 fax

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MAY 0 8 2002

In the United States Patent and Trademark Office



Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocol*

Docket No. CLB9-B95

Assignment by Single Inventor

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WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226 San Jose, CA 95110-1308, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

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1762 Technology Drive

Suite 226

San Jose, CA 95110-1308 (408) 573-3892, (408) 573-

3899 fax

MAY 0 8 2002

Technology Contor 2800

PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27th day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

RECITALS

- A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain patents and/or patent applications and the respective inventions described and claimed therein, as set forth in Exhibit "A" attached hereto;
- B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such patent rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1. <u>Definitions</u>: For purposes of this Assignment, the following terms shall have the following meanings:
 - a. <u>U.S. Patents and Applications</u>: The term "U.S. Patents and Applications" means the United States patents and patent applications identified in the attached Exhibit "A," and every reissue, reexamination, extension, divisional, continuation and continuation-in-part thereof.
 - b. <u>Foreign Counterpart Patent Application</u>: The term "Foreign Counterpart Patent Application" means any application for a patent in a jurisdiction other than the United States, that claims priority under 35 U.S.C. Section 119, to any of the U.S. Patents and Applications.
 - c. <u>Foreign Counterpart Patent</u>: The term "Foreign Counterpart Patent" means any patent issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Patent Application.

2. Patent Assignment:

a. <u>Assignment of Patent Rights</u>: For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S.

Patents and Applications; all Foreign Counterpart Patents and all Foreign Counterpart Patent Applications (hereinafter collectively referred to as the "Patent Rights").

- b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the patents and patent applications identified in the attached Exhibit "A" are the only patent rights that Assignor owns or controls: (ii) Assignor is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Patent Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable maintenance fees pertaining to the Patent Rights due on or before the Effective Date have been paid; (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (vii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.
- c. <u>Issuance of Patent</u>: Assignor, as inventor of the inventions in the Patent Rights that are hereunder assigned to the Assignee, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, it successors and assigns, all patents and other patent rights included within the Patent Rights.
- d. <u>Prosecution and Maintenance of Patent Rights</u>: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, it successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

3. Miscellaneous:

a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.

b. <u>Successors and Assigns</u>: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

- c. <u>Venue</u>: Venue for suit on this Assignment shall be Santa Clara County,
 California, and all parties hereto agree and consent to venue being proper in such county.
- d. <u>Exhibits</u>: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. <u>Governing Law</u>: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. <u>Integrated Agreement; Modification</u>: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. <u>Severability</u>: The unenforceability, invalidity, illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such part hereunder.
- i. <u>Execution of Documents</u>: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. <u>Counterparts</u>: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. <u>Neutral Construction</u>: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date and year first above written.

Calibre, Inc., a California corporaiton

By:

Title: President

ZiLOG, Inc., a Delaware corporation

By:

Title:

STATE OF CALIFORNIA)) ss.			
COUNTY OF SANTA CLARA)			
On this 27 th day of 30 Notary Public, State of 20 (100) appeared 7. 8010 (100) per satisfactory evidence) to be the persinstrument and acknowledged to me authorized capacity(ies), and that by the entity upon behalf of which the	rsonally knov son(s) whose r e that he/she/t / his/her/their	vn to me (or pr name(s) is/are s hey executed the signature(s) or	oved to me on the subscribed to the same in his/lent the instrument	the basis of ne within her/their
WITNESS my hand and offi	icial seal.			
Signature	((Seal)	NOT NOT MY	ERIC MOGENSEN & Comm. No. 1117188 ARY PUBLIC - CALIFORNIA CUNTY COmmission Expires kovember 18, 2000 & SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS
STATE OF CALIFORNIA COUNTY OF SANTA CLARA)) ss.)			
On this 27 day of 500 Notary Public, State of 600,000 appeared 600 Notary evidence) to be the persinstrument and acknowledged to me authorized capacity(ies), and that by the entity upon behalf of which the	rsonally knover on(s) whose rethat he/she/to his/her/their	vn to me (or pr name(s) is/are s hey executed the signature(s) on	oved to me on the subscribed to the same in his/he the instrumen	the basis of ne within her/their
WITNESS my hand and offi	icial seal	goo	AND THE PROPERTY OF THE PROPER	N RESIDENCES CONTRACTOR

(Seal) Signature_

EPIIC MCGENSEN & COMM. No. 1117188 NOTATY PLESC - CAUFORNA OF SHITA CLARA COUNTY CAMPACIAN CONTRACTOR CONTRACT



EXHIBIT "A"

LISTING OF PATENT RIGHTS

	O' SCI	•
Docket #	MAY 0 2 2002 \$	Serial Number
CLB 1	Dia Si	09/113,036
CLB 1	- B69A TRADEMAN	09/285,608
CLB 2	- B70	09/128,219
CLB 2P	- B70	PCT/US99/17639
CLB 3	- B71	09/131,824
CLB 3P	- B71	PCT/US99/18057
CLB 4	- B72	09/131,825
CLB 5	- B73	09/135,154 30박
CLB 5P	- B73	PCT/US99/18703
CLB 6P	- B74	PCT/US99/19368
CLB 6	- B74	09/143,150 20%
CLB 7	- B93	09/212,203 .
CLB 8	- B94	09/175,923
CLB 9	- B95	09/207,694
CLB 23	- D33	09/567,667
CLB 24	- D34	09/567,665
CLB 7P	- D49	PCT/US00/04296
CLB 8P	- D50	PCT/US00/04295
CLB 9P	- D51	PCT/US00/04294
CLB 1P	- D65	PCT/US00/08,858
CLB 25	- D71	09/654,858
CLB 1B	- D76	09/560,224

PCT/US99/18056

CLB 4P - D83